

**AN INTERLOCAL AGREEMENT BETWEEN
HOOPER CITY AND WEBER COUNTY PROVIDING
FOR CODE ENFORCEMENT SERVICES**

This agreement is made and entered into pursuant to Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act, by and between Weber County, a body corporate and politic of the State of Utah, hereinafter referred to as "County", and Hooper City, a municipal corporation of the State of Utah, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the City does not currently have code enforcement personnel and is desirous of making the most cost effective use of tax dollars for code enforcement services; and

WHEREAS, the City has entered into negotiations with County through the Weber County Department of Planning and has concluded those negotiations with the drafting of this Agreement; and

WHEREAS, City and County have determined that it is mutually advantageous to each party to enter into this Agreement; and

WHEREAS, City agrees to compensate the County as hereinafter set forth and City and County have determined and agreed that the said amount is reasonable, fair, and adequate compensation for providing such services;

NOW THEREFORE, in consideration of the promises, and in compliance with, and pursuant to the terms and provisions of the Interlocal Cooperation Act, as herein above set forth, the parties hereby agree as follows:

**SECTION ONE
PURPOSE OF AGREEMENT**

- 1.01** County, through its Department of Planning, agrees to furnish code enforcement services within the City upon City's direction and request.
- 1.02** The work shall be completed within a time period agreed upon between County and City.

**SECTION TWO
SCOPE OF WORK**

- 2.01** County shall provide code enforcement services for City. County's Code Enforcement Officer will only respond to official complaints made to City. Once an official complaint has been made City will contact County to initiate any review or inspection process with the County's Code Enforcement Officer.

- 2.02 If legal action is required to enforce the review or inspection City shall be responsible for the prosecution of any violations.

SECTION THREE PROBLEM RESOLUTION

- 3.01 The City's Community Development Director shall make regular contact with the County's Planning Division Director to discuss and resolve any problems or concerns related to code enforcement services provided by County.

SECTION FOUR AUTHORITY AND EMPLOYMENT STATUS

- 4.01 For the purpose of performing all the services pursuant to this Agreement, County employees shall be considered County employees and not employees of the City.

SECTION FIVE INDEMNIFICATION BY COUNTY

- 5.01 County shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of the County in connection with the performance of this Agreement. County shall indemnify and save the City free and harmless from all claims that arise as a result of the negligence or fault of the County, its officers, agents, and employees.

SECTION SIX INDEMNIFICATION BY CITY

- 6.01 City shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of the City in connection with the performance of this Agreement. City shall indemnify and save the County free and harmless from all claims that arise as a result of the negligence or fault of the City, its officers, agents, and employees.

SECTION SEVEN PERIOD OF AGREEMENT

- 7.01 Unless sooner terminated as provided for herein, this Agreement shall be effective _____, ___, 2019, and shall run until **December 31, 2023**.

SECTION EIGHT COST OR PAYMENT

- 8.01 The cost for services rendered pursuant to the terms of this Agreement is \$23.50 per hour, to be kept by the County's Code Enforcement Officer.

- 8.02 City shall remit payment on the agreement to the Weber County Clerk/Auditor within 20 days after receiving an invoice for services rendered by County. If such payment is not remitted to the County Clerk/Auditor when due, County is entitled to recover interest thereon. Said interest shall be at the rate of one percent (1%) per calendar month starting the month after the month in which the services were performed.
- 8.03 Any monies received from payment of fines resulting from a violation shall be paid to City.

SECTION NINE MISCELLANEOUS

- 9.01 Amendments. This agreement may be amended in whole or in part at any time by the Parties by a written amendment approved and signed by all Parties in the manner provided by law.
- 9.02 Authorization. The individuals signing this agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to sign this agreement on behalf of the parties.
- 9.03 Filing of Agreement. An executed counterpart of this agreement shall be filed with the keeper of the records of each of the Parties.
- 9.04 Governing Law. This agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.
- 9.05 No Third Party Beneficiaries. This agreement is not intended to benefit any party or person not named as a party specifically herein, or which does not later become a signatory hereto as provided herein.
- 9.05 No Separate Entity and No Joint Property. This Agreement does not create an interlocal entity and the parties do not intend to acquire any joint property as a result of entering into this Agreement.
- 9.06 Notices. Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, three business days after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the following respective addresses:

Board of Weber County Commissioners, 2380 Washington Blvd., Suite 320,
Ogden, UT 84401

Hooper City, 5580 West 4600 South, Hooper, UT 84315

- 9.07 Resolution of Approval. Each party to this Agreement shall determine whether a resolution of approval by the legislative body of the party is necessary under Section 11-13-202.5. If not, this Agreement may be approved and executed as an executive function and the adoption of a resolution of approval is not required.
- 9.08 Review by Authorized Attorney. In accordance with the provisions of Section 11-13-202.5(3), Utah Code, this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take effect.
- 9.09 Severability. If any provisions of this agreement are held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.
- 9.10 Termination. This agreement may be terminated by either party, with or without cause, upon a 60 day written notice.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate, each of which shall be deemed an original.

[signatures on following pages]

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Scott K. Jenkins, Chair

Commissioner Jenkins voted _____
Commissioner Harvey voted _____
Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

ATTORNEY APPROVAL

The undersigned, being the authorized attorney for Weber County, has reviewed the foregoing agreement and finds it to be in proper form and in compliance with state law.

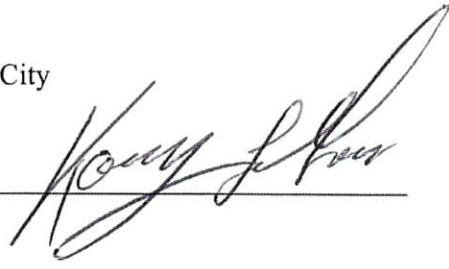
Dated this _____ day of March, 2019.

Matthew M. Wilson
Deputy Weber County Attorney

Hooper City

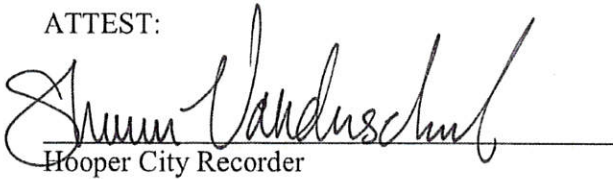
By _____
Mayor

Date _____



8-1-19

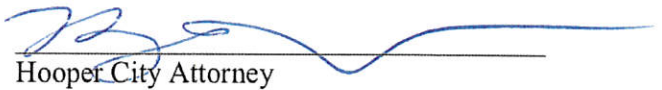
ATTEST:


Hooper City Recorder

ATTORNEY APPROVAL

The undersigned, being the authorized attorney for Hooper City, has reviewed the foregoing agreement and finds it to be in proper form and in compliance with state law.

Dated this 1 day of ~~March~~, 2019.
August


Hooper City Attorney

RESOLUTION NO. 2019-07

A RESOLUTION ADOPTING AN INTERLOCAL AGREEMENT BETWEEN HOOPER CITY AND WEBER COUNTY PROVIDING FOR CODE ENFORCEMENT SERVICES

WHEREAS, historically Hooper City has done its own code enforcement throughout the city; and

WHEREAS, Hooper City, after reviewing all options, feels that utilizing Weber County to provide code enforcement services will be more efficient and beneficial to the city; and

WHEREAS, the City feels this agreement will be to the advantageous to the City and will further benefit the public health, safety, and welfare of its residents.


NOW THEREFORE be it resolved by the City Council of Hooper City as follows:

1. That Hooper City will hereby enter into an interlocal agreement with Weber County to provide code enforcement services and the council directs all applicable city officials to sign the agreement.

The City Council approved this resolution on this 1 day of August, 2019.


KORY GREEN
Mayor

ATTEST:


City Recorder

Approved by a vote of 4 yeas and nays of the City Council.

